though not technically libelous or slanderous. *Morasse v. Brochu* (1890) 157 Mass. 567, 25 N. E. 74; *Davis v. New Eng. Ry. Pub. Co.* (1909) 203 Mass. 470, 89 N. E. 565; see also *Ratcliffe v. Evans* [1892] 2 Q. B. 524.

WILLS—CONSTRUCTION—LEGACY TO BE PAID "IF AND WHEN" IS CONTINGENT.—The testator bequeathed £250 to each of three grandchildren to be paid to them "if and when they shall respectively attain twenty-one." Suit was brought to determine whether these legacies were contingent. *Held,* that the legacies were contingent upon the legatees attaining twenty-one. *Re Kirkley* (1918, Ch.) 119 L. T. Rep. 304.

It seems to be undisputed that a legacy to A to be paid *when* A attains a certain age, is a vested gift despite the direction postponing payment, so that if the legatee dies under such age his personal representative will be entitled. *Re Bartholomew* (1849) 1 Mac. & G. 359; *Smith's Estate* (1910) 226 Pa. St. 304, 75 Atl. 425. No English case determining the effect of an "if and when clause" seems to have arisen previously. The decision appears clearly sound.

WORKMEN'S COMPENSATION ACT—"ACCIDENTAL INJURIES"—ARSENICAL POISONING OF FIREMAN IN ZINC SMELTER.—An employee who had worked at a zinc smelting furnace for thirty-eight years died of arsenical poisoning. Medical witnesses testified that probably his system became surcharged with arsenic which finally became acute arsenical poisoning. No case of arsenical poisoning had appeared in the employer's plant in fifty years. *Held,* that the employee died from an "accidental injury," not from an occupational disease, and that his administrator was entitled to compensation. *Matthiessen v. Hegeler Zinc Co.* (1918, Ill.) 120 N. E. 249.

Occupational diseases not resulting from a definite injury are usually held not to be "accidents" within the meaning of compensation acts. See (1917) 27 YALE LAW JOURNAL, 144. The principal case does not purport to depart from this rule, but it is difficult on the evidence to understand the finding that the employee's "death was due to acute arsenical poisoning not of a chronic nature, or a culmination of a gradual development of a long course of poisoning."

WORKMEN'S COMPENSATION ACT—COMPENSATION AWARDED—PRICE OF ARTIFICIAL LEG AS "SURGICAL AID."—The claimant received injuries which necessitated the amputation of his leg. Under the Connecticut Workmen's Compensation Act, which requires the employer to furnish the injured employee a physician and "such medical and surgical aid as such physician shall deem reasonable or necessary," an award of compensation was made and the price of an artificial leg included therein. *Held,* that the award was correct. Prentice, C.J., *dissenting. Olmstead v. Lamphier* (1918, Com.) 104 Atl. 488.

The allowance of compensation for splints and crutches is common. The principal case goes a step farther in construing "surgical aid" as including also the furnishing of artificial limbs. Under the New York Compensation Law, the language of which is different, the cost of an artificial arm cannot be included in the award of compensation. The principal case settles a point upon which the rulings of the Compensation Commissioners had been conflicting. *Pedroni v. Blakeslee & Sons* (1916) 1 Conn. Comp. Dec. 670 (disallowed); *Saddlemire v. American Bridge Co.* (1918) 2 *ibid.* 665 (allowed). No other authorities have been found.